

RETURN DATE: FEBRUARY 24, 2021 : SUPERIOR COURT  
ERIC J. MALON : J.D. OF FAIRFIELD  
vs. : HOUSING SESSION  
TRACY C. DO : FEBRUARY 10, 2021

**COMPLAINT**

**FIRST COUNT:**      **(Bona Fide Intention by the Owner to Use the Premises for the Owner's Principal Residence)**

1.        The Plaintiff, Eric J. Malon ("Plaintiff"), is the sole owner of the residential property known as 1 Lyndale Park, Westport, Connecticut ("Premises").
2.        The Defendant, Tracy C. Do ("Defendant"), is an occupant in possession of the subject Premises by virtue of a romantic relationship between the Plaintiff and the Defendant. The Defendant began occupying the subject Premises as an invitee of the Plaintiff in or around March 2011.
3.        In or around 2017, the romantic relationship between the parties terminated.
4.        Despite the Plaintiff's continued requests that the Defendant vacate the Premises, the Defendant continues to use, occupy and trespass upon the Premises. The Defendant's use, occupancy and trespass has become increasingly problematic in that the Defendant has sued the Plaintiff in a civil suit, used her unlawful access to the Premises to both destroy, abscond with and rummage through the Plaintiff's personal property and has escalated tensions within the Premises.

5. By virtue of the termination of the relationship, the Defendant is no longer an invitee of the Plaintiff, and the Plaintiff has demanded that the Defendant vacate the Premises by virtue of the fact that the Defendant is not a owner, tenant or invitee of the Premises.

6. Based on all of the foregoing, the Defendant has no right, privilege, authority or permission to use and/or occupy the Premises, and indeed is a trespassor upon the Premises.

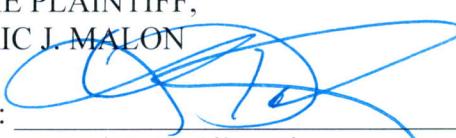
7. The Plaintiff maintains a bona fide intention to use such dwelling as his principal residence.

8. On January 15, 2021, the Plaintiff caused a Notice to Quit to be duly served upon the Defendant to quit possession of the Premises on or before January 31, 2021 as required by law. Said Notice is attached hereto as Exhibit "A".

9. Although the time designated in the Notice or the Defendant to quit possession of the Premises has passed, the Defendant still continues in possession.

**WHEREFORE**, the Plaintiff claims a judgment against the Defendant for possession of the premises.

THE PLAINTIFF,  
ERIC J. MALON

By: 

Lori A. DaSilva-Fiano  
Zeldes, Needle & Cooper, P.C.  
1000 Lafayette Blvd., 7<sup>th</sup> Floor  
Bridgeport, CT 06604  
Tel: 203-332-5716  
Fax: 203-333-1489  
Email: ldasilva-fiano@znclaw.com  
Juris No.: 069695

# Ex "A"

## NOTICE TO QUIT (END) POSSESSION

**TO OCCUPANT:** Tracy C. Do

**PREMISES:** 1 Lyndale Park  
Westport, CT 06880

**PLEASE TAKE NOTICE THAT YOU, TRACY C. DO, MUST QUIT (END)  
POSSESSION OR OCCUPANCY OF THE PREMISES DESCRIBED ABOVE AND  
NOW OCCUPIED BY YOU ON OR BEFORE JANUARY 31, 2021 FOR THE  
FOLLOWING REASONS:**

1. The landlord wants to live in the subject Premises as his primary residence.
2. The occupant Tracy C. Do originally had the right or privilege to occupy the Premises, but such right or privilege has terminated.
3. The occupant Tracy C. Do never had a right or privilege to occupy the Premises.

If you have not moved out of the Premises by January 31, 2021, an eviction (summary process case) will be started against you.

**Name of Owner/Landlord(s):** Eric J. Malon  
c/o Zeldes, Needle & Cooper, PC  
1000 Lafayette Boulevard, 7<sup>th</sup> Floor  
Bridgeport, CT 06604

OWNER/LANDLORD  
THROUGH HIS ATTORNEY

By: \_\_\_\_\_

Sabato P. Fiano

Zeldes, Needle & Cooper, P.C.  
1000 Lafayette Blvd., 7<sup>th</sup> Flooor  
Bridgeport, CT 06604  
Tel: (203) 332-5791  
E-mail: [sfiano@znclaw.com](mailto:sfiano@znclaw.com)

**[FORM] DECLARATION UNDER PENALTY OF PERJURY FOR  
THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY  
HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through January 31, 2021. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

I certify under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;<sup>1</sup>
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020-2021 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary<sup>2</sup> out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;

---

<sup>1</sup> "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

<sup>2</sup> An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.<sup>3</sup>
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on January 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to state and local laws.

Even if you have provided a declaration to your landlord, the Order does not prevent your landlord from seeking a hearing, if authorized by State or local law and in accordance with State or local court procedure, to challenge the truthfulness of your declaration.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

---

Signature of Declarant

Date

---

<sup>3</sup> “Available housing” means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate federal, state, or local occupancy standards and that would not result in an overall increase of housing cost to you.

# Hoja informativa de la moratoria de desalojos de los Centros para el Control de Enfermedades

El 1 de septiembre, los Centros para el Control de Enfermedades (CDC por sus siglas en inglés) anunciaron una moratoria nacional de desalojos para prácticamente todos los inquilinos en EE.UU. afectados por la pandemia de COVID-19. **La orden estará vigente a partir del 4 de septiembre de 2020 hasta el 31 de diciembre de 2020. La orden no reemplaza ni anula las protecciones de desalojo locales o estatales más estrictas, y los inquilinos y defensores deben continuar trabajando para conseguir protecciones sólidas a nivel local, estatal y federal.**

## LO QUE NECESITAS SABER

- La orden cubre prácticamente todas las propiedades de alquiler, incluidas viviendas unifamiliares, casas móviles y apartamentos.
- La orden prohíbe a los dueños desalojar a los inquilinos por falta de pago del alquiler hasta finales de 2020 si los inquilinos han presentado una declaración de pérdida de ingresos o gastos médicos significativos (ver la declaración a continuación).
- Una vez que el inquilino haya enviado la declaración a su arrendador, el arrendador no puede tomar ninguna acción para sacar o causar la salida de ese inquilino por falta de pago del alquiler antes de enero de 2021-- incluyendo acciones tales como entregar un aviso de desalojo, presentar una demanda de desalojo o acosar o intimidar a un inquilino para que desocupe.
- NO cancela ni deja sin efecto la deuda del alquiler, ni detiene la acumulación de la renta adeudada, que será exigible una vez expire la orden.
- La orden permite desalojar a un inquilino elegible antes de enero por ciertas razones distintas a la falta de pago del alquiler, que incluyen (a menos que la ley estatal o local proporcione protecciones más estrictas de "desalojo por causa justa"):
  - Participar en actividades delictivas mientras se encuentra en el inmueble; amenazar la salud o seguridad de otros residentes; dañar o plantear un riesgo inmediato y significativo de daño a la propiedad; violar cualquier código de construcción aplicable, ordenanza de salud o regulación similar relacionada con la salud y la seguridad; o violar cualquier otra obligación

contractual que no sea el pago oportuno del alquiler o un pago similar relacionado con la vivienda (incluido el impago o el pago moroso, multas o intereses).

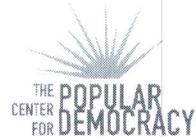
## ¿Soy elegible?

Los inquilinos son elegibles para protección si:

- No pueden pagar el alquiler debido a la pérdida de ingresos o por gastos médicos
- Anticipan que sus ingresos en 2020 serán menos de \$99.000 individualmente o de \$198.000 como familia, recibieron un cheque de estímulo o no tuvieron que presentar una declaración de impuestos para 2019
- Intentan, o han intentado, acceder a cualquier fondo de asistencia de alquiler del gobierno que pueda estar disponible
- Aceptan hacer pagos parciales del alquiler, según lo que puedan pagar
- Si los desalojan, los inquilinos quedarían sin techo o tendrían que mudarse a una vivienda hacinada o deficiente

Para obtener estas protecciones, el inquilino y todos los adultos que viven en el hogar, deben presentar una declaración firmada (ver a continuación) al propietario indicando que son elegibles y que están diciendo la verdad, bajo gravedad de juramento. Los inquilinos deben guardar una copia de la declaración y de toda la correspondencia con el arrendador.

Comunícate con tu organización local de servicios legales o con el grupo organizador de la comunidad local para obtener ayuda y asistencia legal con la declaración o en caso te enfrentes a un desalojo.



## DECLARACIÓN DE ELEGIBILIDAD

Yo certifico bajo pena de perjurio, de conformidad con 28 U.S.C. 1746, que lo siguiente es verdadero y correcto:

- He hecho todo lo posible para obtener cualquier asistencia gubernamental que hay disponible para alquiler o vivienda;<sup>1</sup>
- Espero no ganar más de \$99,000 en ingresos anuales para el año 2020 (o no más de \$198,000 si presento una declaración de impuestos conjunta), no fue requerido reportar ningún ingreso en el año 2019 al Servicio de Impuestos Internos de EE. UU., O no recibí un Pago de Impacto (cheque de estímulo) de conformidad con la Section 2201 of the CARES Act; (Sección 2201 de la Ley CARES);
- No puedo pagar mi alquiler completo o hacer el pago total de mi vivienda debido a una pérdida sustancial de ingresos en mi hogar, pérdida de horas en el trabajo o perdida de salario compensable, suspensión de trabajo o gastos médicos extraordinarios que salieron de mi bolsillo;
- Estoy haciendo todo lo posible para realizar pagos parciales a tiempo que se acerquen al pago total tanto como lo permitan las circunstancias, teniendo en cuenta otros gastos no discretionales;
- Si me desalojan, es muy probable que me quede sin hogar, necesitaría mudarme a un refugio para personas sin hogar o necesitaría mudarme a una residencia compartida por otras personas en ambientes reducidos porque no tengo otras opciones de vivienda disponibles.<sup>3</sup>
- Entiendo que todavía debo pagar el alquiler o hacer los pagos de vivienda, y cumplir con otras obligaciones que pueda tener bajo mi contrato de arrendamiento o contrato similar. Además, entiendo que las tarifas, penalidades o intereses por no pagar el alquiler o pago de vivienda a tiempo según lo requiera mi contrato de arrendamiento o contrato similar aún pueden ser cobrados o colectados.
- Además, entiendo que al final de esta suspensión temporal de desalojos el 31 de diciembre del 2020, mi proveedor de vivienda puede requerir el pago total de todos los pagos que no se hayan realizado antes y durante la suspensión temporal y la falta de pago puede hacerme sujeto a un desalojo de conformidad con a las leyes estatales y locales.
- Entiendo que cualquier declaración o omisión falsa o engañosa puede resultar en acciones penales y civiles resultando en multas, sanciones, daños o encarcelamiento.

Firma del Declarante \_\_\_\_\_ Fecha \_\_\_\_\_

<sup>1</sup> “Asistencia del gobierno disponible” significa cualquier tipo de beneficio del gobierno disponible para pagos de alquiler o vivienda para una persona o cualquier miembro del hogar.

<sup>2</sup> Un gasto médico “extraordinario” es cualquier gasto médico no reembolsado que exceda el 7.5% del ingreso bruto ajustado de una persona ese año.

<sup>3</sup> “Vivienda disponible” significa cualquier propiedad residencial desocupada disponible u otro espacio que pueda ser ocupado en cualquier vivienda temporal o de temporada, que no violaría los estándares de ocupación federales, estatales o locales y que no representaría un aumento general del costo de la vivienda para usted.

## DECLARATION OF ELIGIBILITY

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;<sup>1</sup>
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary<sup>2</sup> out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.<sup>3</sup>
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.
- I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

<sup>2</sup> An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

<sup>3</sup> "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.